

1 KELLY LITIGATION GROUP, INC.
2 RICHARD KELLY, ESQ. (SBN 154504)
3 MICHAEL MENGARELLI, ESQ. (215000)
4 306 Lorton Avenue
5 Burlingame, CA 94010
6 Tel: (650) 591-2282
7 Fax: (650) 591-2292

8 Attorneys for Petitioners,
9 WILLIAM MICHAEL WAGNER & JAN SONNEMAN, AND
10 RICHARD ELLISON

11
12 **UNITED STATES BANKRUPTCY COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN FRANCISCO DIVISION**

15 In re
16 ACEH CAPITAL, LLC,
17 Debtor.

Case No.: 21-30299 DM

Chapter 7

**DECLARATION OF RICHARD M.
KELLY IN SUPPORT OF MOTION &
APPLICATION FOR TURNOVER
RELIEF EFFECTING INTEREST IN
REAL PROPERTY**

If No Opposition, No Hearing Necessary

**Judge: DENNIS MONTALI
U.S. Bankruptcy Judge**

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22 TO: THE COURT and ACEH CAPITAL, LLC by and through U.S. Bankruptcy
23 Trustee, E. Lynn Schoenmann and counsel Aron M. Oliner, Esq., and Geoffrey A. Heaton,
24 Esq.; and Jay D. Crom, Esq., and Eric A. Nyberg, Esq. for ACEH CAPITAL, LLC:

25 I, RICHARD M. KELLY, declare as follows:

- 26 1. I am an attorney licensed to practice in all courts in California and registered to
27 practice in the U.S. District Courts Northern, Central and Southern California. I am an
28

1 adult person over the age of 18 and competent to testify about the facts stated herein
2 if so called to do so.

3 2. I am the attorney for Petitioners William Michael Wagner, Jan Sonneman and
4 Richard Ellison regarding their real property interests in the Property located at 36th
5 STW VIC Ave. F6 in Lancaster, County of Los Angeles with APN 3107-003-004.

6 3. As Legal counsel for Petitions, I was doing research and found that ACEH CAPITAL,
7 LLC was in bankruptcy and reached out to the attorneys for Chen C. Wang, Victoria
8 Wang; ACEH CAPITAL, LLC; and the U.S. Trustee to meet and confer to resolve this
9 title issue; for which I was directed to bring this motion.

10 4. In 2019, Attorney for Petitioners, I, sought to contact ACEH Capital, LLC to correct
11 the title issues on the Property. I had cursory phone conversations with principal
12 Victoria Wang and manager Oscar Alvarez, with some limited e-mail exchanges, but
13 they discontinued answering my inquiries in 2020, shortly after Covid19 began.

14 5. In June, 2021, I obtained a Title Report on the Property. The information from the Title
15 Report denoted in relevant part "William Michael Wagner IRA, as to an undivided
16 45% interest and William Michael Wagner and Jan Sonneman, husband and wife as
17 joint tenants, as to an undivided 30% interest and ACEH Capital, LLC, a limited
18 liability Company, as to an undivided 25% interest". A true and correct copy of the
19 title report is attached hereto as Exhibit A.

20 6. I additionally found out that there is a State of California 'Cease and Refrain' Order
21 from the Department of Real Estate and that this Chapter 7 matter exists. In speaking
22 with U.S. Trustee Schoenmann's counsel, Aron M. Oliner, and conferring by e-mails
23 to resolve this problem of ACEH Capital, LLC showing an interest it does not own,
24 Mr. Oliner has affirmed "Trustee [is] telling us this is not a property where ACEH
25 holds any interest" and "You can state the Trustee does not oppose the relief
26 requested." A true and correct copy of the email representing ACEH Capital LLC has
27 NO interest is attached hereto as Exhibit B. Mr. Kelly tried but was unsuccessful in
28 his meet and confer efforts to proceed in this matter by way of Stipulation and Order.
As such, this moving matter was necessary.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing facts and attached documents are true and correct.

3 Dated: September 23, 2021

4 By: /S/ Richard M. Kelly
5 RICHARD M. KELLY
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Commonwealth Land Title Insurance Company

GUARANTEE NO.: CA-SFXFC-IMP-81G28-1-21-92015316

CLTA GUARANTEE FACE PAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

COMMONWEALTH LAND TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Commonwealth Land Title Insurance Company

Countersigned:

By: Natalie Bombardieri
Authorized Officer or Agent



By: Randy Quirk
Randy Quirk
President

ATTEST Marjorie Nemzura
Marjorie Nemzura
Corporate Secretary

GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested

information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or

property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Commonwealth Land Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

CONDITION OF TITLE GUARANTEE**SCHEDULE A**Order No.: **92015316-920-CMM-CM8**Guarantee No.: **CA-SFXFC-IMP-81G28-1-21-92015316**Amount of Liability: **\$5,000.00**Date of Guarantee: **June 10, 2021 at 7:30 AM**Fee: **\$750.00**

1. Name of Assured:

Kelly Litigation Group

2. The estate or interest in the Land which is covered by this Guarantee is:

A FEE

3. The Land referred to in this Guarantee is described as follows:

See Exhibit A attached hereto and made a part hereof.

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:**Mid Ohio Securities Corp FBO William Michael Wagner IRA, as to an undivided 45% interest and William Michael Wagner and Jan Sonneman, husband and wife as joint tenants, as to an undivided 30% interest and ACEH Capital, LLC, a limited liability Company, as to an undivided 25% interest**

b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 8, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY MAP FILED IN [BOOK 66, PAGES 27](#) AND 28 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ONE-FOURTH INTEREST IN AND TO ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT RIGHT OF ENTRY, AS RESERVED BY WARREN O. WAGNER AND ROSE MARIE WAGNER, HUSBAND AND WIFE, BY DEED RECORDED FEBRUARY 1, 1955 AS [INSTRUMENT NO. 208, OFFICIAL RECORDS](#).

[APN: 3107-003-004](#)

SCHEDULE B

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.

B. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: [3107-003-004](#)

Fiscal Year: 2020-2021

1st Installment: \$206.64

2nd Installment: \$206.63

Exemption: None

Code Area: 05813

C. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.

D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Southern Pacific Railroad Company, a corporation
 Purpose: Pipe lines for the conducting of water across said land
 Recording Date: March 22, 1912
Recording No: [Book 4941, Page 126](#) of Deeds
 Affects: A portion of said land

Said rights have since passed and are now vested in Southern Pacific Land Company, a Corporation, by deed recorded July 22, 1930 as [Instrument No. 1196 of Official Records](#)

4. The effect of the disclosure on said Records of Survey of certain strips over said land designated as "Private Street".

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public utilities
 Recording Date: March 11, 1953
Recording No: [Book 41184, Page 214 of Official Records](#)
 Affects: Portions of private streets

**SCHEDULE B
(Continued)**

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Future road and public utilities
Recording Date: February 1, 1955
[Recording No:](#) [208 of Official Records](#)
Affects: The westerly and the easterly 30.00 feet of said land

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Mid Ohio Securities Corp

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**SCHEDULE B
(Continued)**

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: ACEH Capital, LLC, a limited liability company

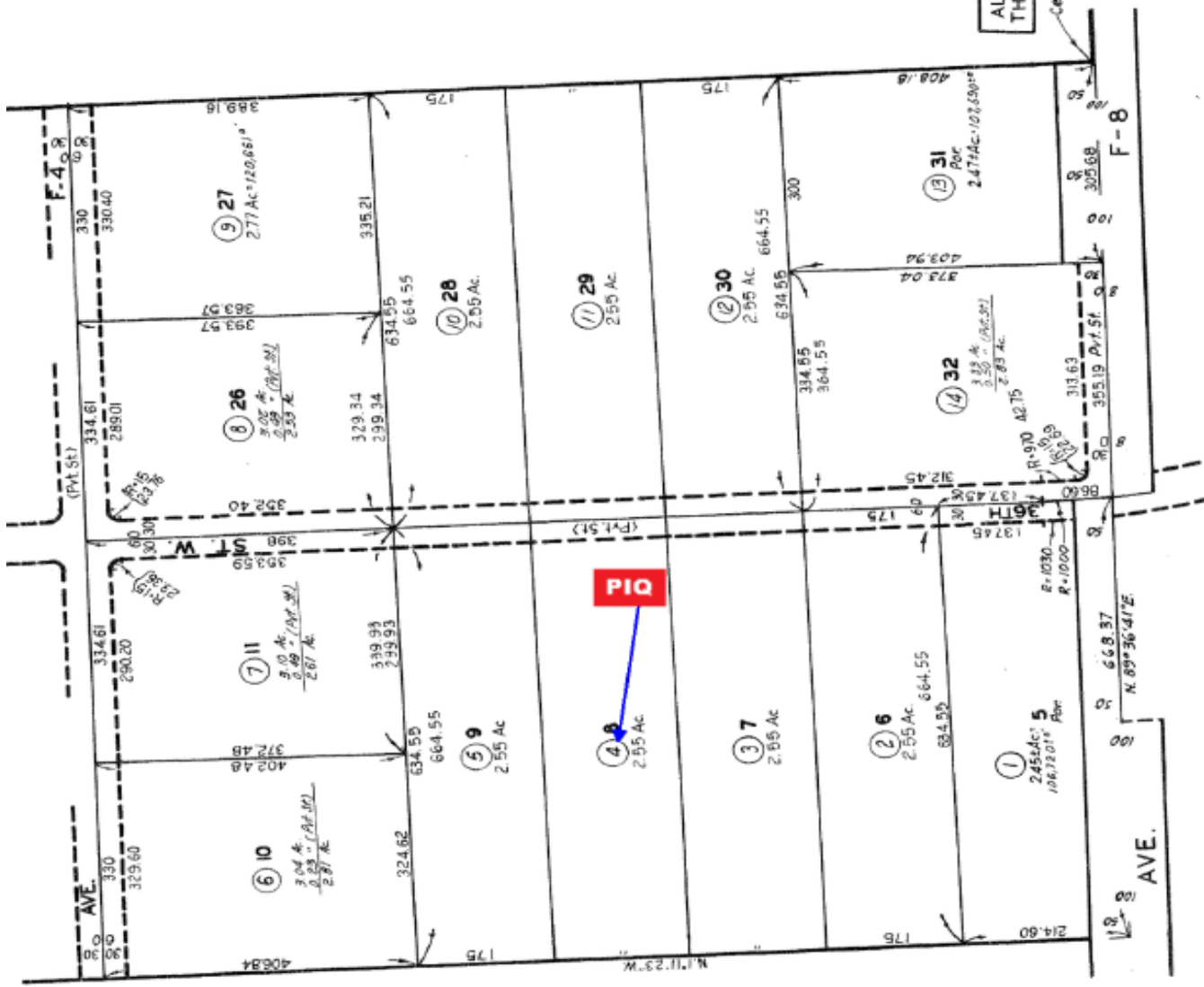
- a) A copy of its operating agreement, if any, and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity is currently domiciled.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
- g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.

11. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

3107 3
SCALE 1" = 150'



ALL ACRES ON THIS PAGE ARE NET

Center of Sec. 31, T.8N., R.12W.

RECORD OF SURVEY
R. S. 66-27-28

CODE
5813

FOR PREV. ASSMT. SEE:
3107-3

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CA

This map is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Order: 92015316

Page 1 of 1

Requested By: vanbura1, Printed: 23-06-2021 01:34

Rich Kelly

From: Oliner, Ron <ROliner@duanemorris.com>
Sent: Friday, September 3, 2021 12:03 PM
To: Rich Kelly
Cc: Heaton, Geoffrey A.
Subject: Re: Wagner & Ellision - ACEH Cap & Wang

Where to begin. Crom not a lawyer. Too many things wrong here. We know none of these facts. **File a motion. Get an order and your good. You can state the Trustee does not oppose the relief requested.**

Sent from my iPhone

On Sep 3, 2021, at 7:48 PM, Rich Kelly <rkelly@kellylitigationgroup.com> wrote:

Take a look

Richard M. Kelly, Esq.
Kelly Litigation Group, Inc.
306 Lorton Avenue
Burlingame, CA 94010
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F: 650.591.2292
www.kellylitigationgroup.com<<http://www.kellylitigationgroup.com/>>

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If you have received this message and its contents in error, please immediately notify us by telephone and delete all contained information from your server(s).

From: Oliner, Ron <ROliner@duanemorris.com>
Sent: Friday, September 3, 2021 11:46 AM
To: Rich Kelly <rkelly@kellylitigationgroup.com>
Subject: Re: Wagner & Ellision - ACEH Cap & Wang

Stand by.

Sent from my iPhone

On Sep 3, 2021, at 6:14 PM, Rich Kelly <rkelly@kellylitigationgroup.com> wrote:

Ron,

That is a true fact!....and that is the very 'error' we are trying to correct because ACEH Capital LLC has no [zero] interest in the property but the current title report shows it does because ACEH never recorded the corrective deed to Richard Ellison for his 25%. We need to clean up title...a simple corrective deed will do it [or order]...that is why I was conferring to skip making a mountain out of a mole hill, and get a stip to order it by the judge.

Think we can go that route?

Richard M. Kelly, Esq.
Kelly Litigation Group, Inc.
306 Lorton Avenue
Burlingame, CA 94010
T: 650.591.2282
F: 650.591.2292

www.kellylitigationgroup.com<<http://www.kellylitigationgroup.com/>>

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If you have received this message and its contents in error, please immediately notify us by telephone and delete all contained information from your server(s).

From: Oliner, Ron <ROliner@duanemorris.com>
Sent: Friday, September 3, 2021 10:08 AM
To: Rich Kelly <rkelly@kellylitigationgroup.com>
Cc: Heaton, Geoffrey A. <GHeaton@duanemorris.com>; palisade23@gmail.com
Subject: Re: Wagner & Ellison - ACEH Cap & Wang

Trustee telling us this is not a property where ACEH holds any interest. If that's the case, do you need to do anything?

Sent from my iPhone

On Sep 3, 2021, at 3:26 PM, Oliner, Ron <ROliner@duanemorris.com> wrote:

We can send you a caption page but you can easily get from ECF. Service issues are your worry. For example, your 'corrected deed' will affect co-owners so I would serve them. The court will give you a large service list for the main case. Frankly, you are going to a ton of trouble to file a NDBC compliant motion which, if you do it right and it's granted (we won't oppose), gets your client a 5k interest.

Sent from my iPhone

On Sep 3, 2021, at 3:21 PM, Rich Kelly
<rkelly@kellylitigationgroup.com> wrote:

Ok. Can you send me a cover sheet of case heading?
Case No? Pos of parties needing notice?
Thank you

Richard M. Kelly
Kelly Litigation Group, Inc.
(Mobile)

From: Oliner, Ron <ROliner@duanemorris.com>
Sent: Thursday, September 2, 2021 9:54:55 PM
To: Rich Kelly <rkelly@kellylitigationgroup.com>
Cc: Heaton, Geoffrey A. <GHeaton@duanemorris.com>;
palisade23@gmail.com <palisade23@gmail.com>
Subject: Re: Wagner & Ellision - ACEH Cap & Wang

File a proper motion in the Bk court.

Sent from my iPhone

On Sep 3, 2021, at 1:46 AM, Rich Kelly
<rkelly@kellylitigationgroup.com>
wrote:

Ron,
I am following up on whether the
Trustee is amenable for my office
preparing a petition for corrective deed
by stipulation.

I know it makes zero sense from your
side, but from my client's side he is
supposed to own his 25% not ACEH
Cap.

Richard M. Kelly, Esq.